

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

In re

Case No. 14-10421-MLB

CASEY R. INGELS,

Debtor.

JOHN S. PETERSON, as Bankruptcy Trustee,

Adversary No. 14-01387-MLB

Plaintiff,

vs.

DECLARATION OF JOSEPH NOLL IN  
SUPPORT OF DEFENDANT'S MOTION FOR  
SUMMARY JUDGMENT

CASEY R. INGELS,

Defendant.

Joseph Noll states as follows:

1. I am over the age of eighteen years and I am a citizen of the United States. I am knowledgeable regarding the facts in this Declaration and am competent to testify to the same.

2. I am a currently a licensed Real Estate Broker in the State of Washington.

DECLARATION OF JOSEPH NOLL IN SUPPORT OF  
DEFENDANT'S MOTION FOR SUMMARY  
JUDGMENT - 1

**THE TRACY LAW GROUP** PLLC  
720 Olive Way, Suite 1000  
Seattle, WA 98101  
206-624-9894 phone / 206-624-8598 fax

1           3.       I have been a Real Estate Agent/Broker and have sold real estate in  
2  
3 Washington State, in particular, Pierce County, for over 25 years and have brokered  
4  
5 thousands of properties.  
6

7           4.       I am familiar with the property located at 9830 Dekoven Drive SW,  
8  
9 Lakewood, WA 98499 and performed and in depth market analysis on February 16, 2015.  
10  
11 (Attached as Exhibit 'A').  
12  
13

14           5.       I am extremely familiar with the Lakewood and Lake Steilacoom real estate  
15  
16 market and have reviewed all of the recent sales in the area in the last 12 months.  
17  
18

19           6.       Based on a review of the property and all of the comparable sales and current  
20  
21 market trends in the area in the last 12 months, as a broker, it is my professional opinion that  
22  
23 the subject property is currently valued at \$475,000.00.  
24  
25

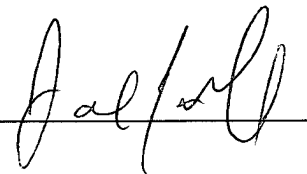
26           7.       A public records search of the property indicates a Special Warranty Deed  
27  
28 and a Deed of Trust recorded December 2, 2009 between the MJ Ray Ingels Irrevocable  
29  
30 Trust and the James Paulson and Timothy Ann Ryerson K/F/A Timothy Ann Pracna et. al.  
31  
32 (See attached Exhibit 'B') securing the performance of \$612,000.  
33  
34

35           8.       Based on these values, taking into account the recorded Deed of Trust, this  
36  
37 property has a negative equity position of \$137,000 not including the industry standard  
38  
39 closing costs of 8-10 percent.  
40

41           I declare under penalty of perjury that the foregoing is true and correct.  
42

43           DATED this 16 day of February 2015.  
44  
45  
46  
47

\_\_\_\_\_  
Joseph Noll



DECLARATION OF JOSEPH NOLL IN SUPPORT OF  
DEFENDANT'S MOTION FOR SUMMARY  
JUDGMENT - 2

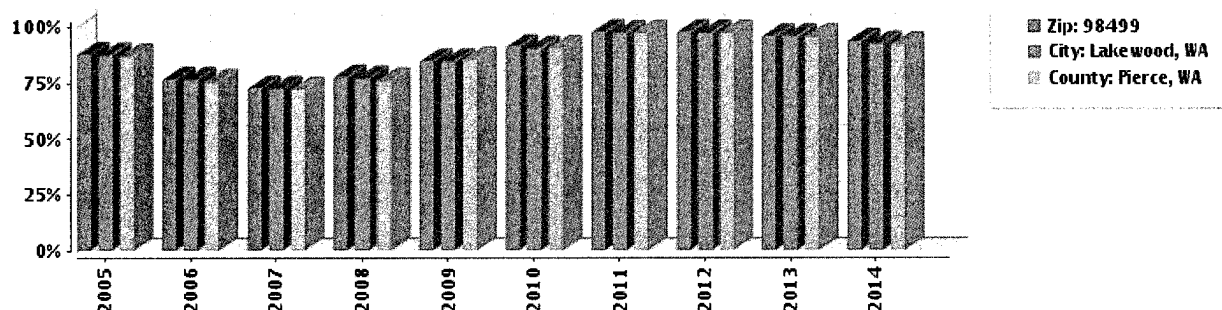
**THE TRACY LAW GROUP** PLLC  
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**EXHIBIT A**

## 9830 Dekoven Dr Sw, Lakewood, WA 98499-1825, Pierce County

### Pricing Trends

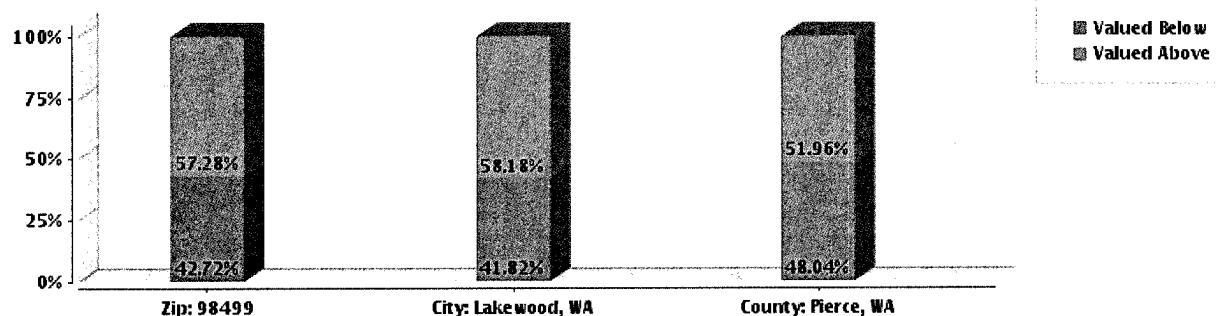
#### Median Sale Price to Current Value - Tax



The percentage of properties that have increased or decreased in value based on the year in which they were acquired. The chart compares the sale price of each home to its current market value based on RealAVM, and then calculates the median percentage of appreciation or depreciation.

If the percentage for a year is below 100%, those who purchased homes during that year are likely to have negative equity and may be subject to short sale conditions. If the percentage is above 100%, those who purchased a home that year are likely to have positive equity and the capacity to transact their home in an uncomplicated manner.

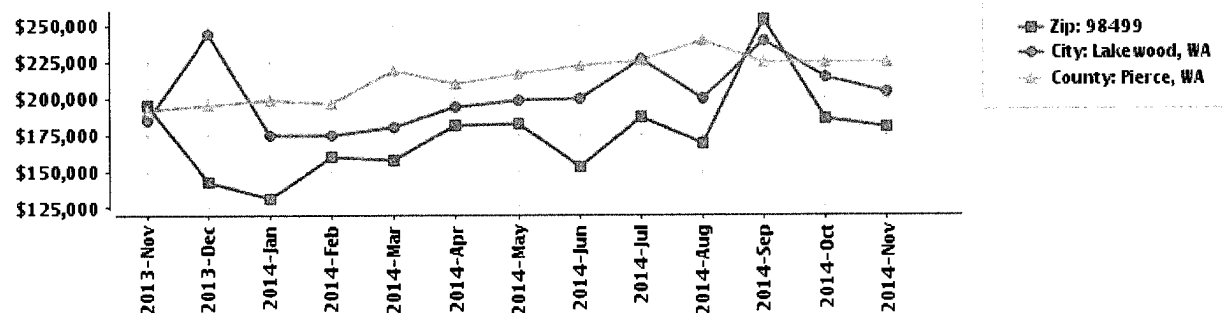
#### Percentage of Properties Purchased Above/Below Current Value - Tax



The percentage of all properties for which the purchase price is above and below the current value. The current value of the property is calculated using RealAVM. This statistic represents all properties in the geographic area, regardless of when the home sold.

An area in which most homes were purchased above their current value indicates one in which properties are likely to be distressed and subject to short sales and foreclosures. An area in which most properties were purchased below their current value indicates an area in which home owners generally enjoy positive equity.

#### Median Sale Price - Tax



The median sale price for properties sold via Tax. If the median sale price increases over time, it generally indicates an appreciating market in which demand exceeds supply. Conversely, if the median sales price is decreasing, it indicates a declining market with diminished demand.

#### Courtesy of Joe Noll

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

#### Market Trends

Generated on 02/17/2015  
Page 1 of 6

# Comparative Market Analysis



Monday, February 16, 2015

## CMA 1 Line (Landscape)

This page displays the comparable listings detailed in 1-Line landscape format.

### Single Family

#### Active Properties

Listing #	Address	City	Area	Community	Map	Bd	Bth	SqFt	Lot Sz	Year	Date	\$/SqFt	CDOM	Orig Price	List Price
720111	10214 Melody Lane SW	Lakewood	38	Lake Louise	832, D3	2	2.25	1,952	0.201	1947	12/01/14	\$192.88	73	\$376,500	\$376,500
713387	10010 Dekoven Dr SW	Lakewood	39	Lake Steilacoom	832, H3	4	2.50	2,950	0.468	1955	11/07/14	\$155.92	101	\$469,950	\$459,950
576296	10408 Dekoven Dr SW	Lakewood	39	Lake Steilacoom	832, H3	5	4.75	5,187	0.640	2005	12/27/13	\$106.02	312	\$772,900	\$549,950

Listing Count : 3

Averages:

3,363	\$151.61	162	\$539,783	\$462,133	
Price :	High	Low	\$376,500	Median	\$462,133

#### Pending Short Sale Properties

Listing #	Address	City	Area	Community	Map	Bd	Bth	SqFt	Lot Sz	Year	Date	\$/SqFt	CDOM	Orig Price	List Price
621811	14 Beach Lane	Lakewood	39	Lake Steilacoom		4	2.75	2,646	0.378	1966	01/13/15	\$169.69	90	\$515,000	\$449,000

Listing Count : 1

Averages:

2,646	\$169.69	90	\$515,000	\$449,000	\$449,000
Price :	High	Low	\$449,000	Median	\$449,000

#### Sold Properties

Listing #	Address	City	Area	Community	Map	Bd	Bth	SqFt	Lot Sz	Year	Date	\$/SqFt	CDOM	Orig Price	List Price	Sold Price	SP%LP
696783	11206 Greystone Dr SW	Lakewood	39	Gravelly Lake	832, H4	3	2.50	2,695	0.363	1999	02/11/15	\$163.27	96	\$475,000	\$475,000	\$440,000	92.63
667147	10603 Lake Steilacoom C	Lakewood	39	Lake Steilacoom	832, G4	5	2.50	3,049	0.551	1940	10/31/14	\$188.59	50	\$695,000	\$625,000	\$575,000	92.00
655345	18 Lakeside County Clul	Lakewood	39	American Lake	832, G6	6	4.50	4,203	0.528	1971	11/03/14	\$128.96	31	\$650,000	\$650,000	\$542,000	83.38

Listing Count : 3

Averages:

3,316	\$160.27	59	\$606,667	\$583,333	\$519,000	89.34
Price :	High	Low	\$440,000	Median	\$519,000	

#### Grand Totals

Count : 7	Averages:	\$/SqFt: \$157.90	CDOM: 108	OP: \$564,907	LP: \$512,200	SP: \$519,000
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Monday, February 16, 2015

**Brief Summary of Compared Listings**

This report summarizes the comparable listings contained in this market analysis.

**Status: Active**

ML#	L/S Date	Address	City	Sqft	Bds	Bth	L/S Price	CDOM
576296	12/27/2013	10408 Dekoven Dr	Lakewood	5,187	5	4.75	\$549,950	312
713387	11/07/2014	10010 DeKoven Dr	Lakewood	2,950	4	2.50	\$459,950	101
720111	12/01/2014	10214 Melody Lane	Lakewood	1,952	2	2.25	\$376,500	73
<b>Averages:</b>				<b>3,363</b>	<b>4</b>	<b>3.17</b>	<b>\$462,133</b>	<b>162</b>

**Status: Pending Short Sale**

ML#	L/S Date	Address	City	Sqft	Bds	Bth	L/S Price	CDOM
621811	04/22/2014	14 Beach Lane	Lakewood	2,646	4	2.75	\$449,000	90
<b>Averages:</b>				<b>2,646</b>	<b>4</b>	<b>2.75</b>	<b>\$449,000</b>	<b>90</b>

**Status: Sold**

ML#	L/S Date	Address	City	Sqft	Bds	Bth	L/S Price	CDOM
655345	06/22/2014	18 Lakeside Country Club	Lakewood	4,203	6	4.50	\$542,000	31
667147	07/23/2014	10603 Lake Steilacoom Dr	Lakewood	3,049	5	2.50	\$575,000	50
696783	09/17/2014	11206 Greystone Dr #2A	Lakewood	2,695	3	2.50	\$440,000	96
<b>Averages:</b>				<b>3,316</b>	<b>5</b>	<b>3.17</b>	<b>\$519,000</b>	<b>59</b>

Researched and prepared by **Joe Noll**  
5519 141st St E Puyallup, WA (877) 773-2500

Monday, February 16, 2015

## Brief Summary of Compared Listings

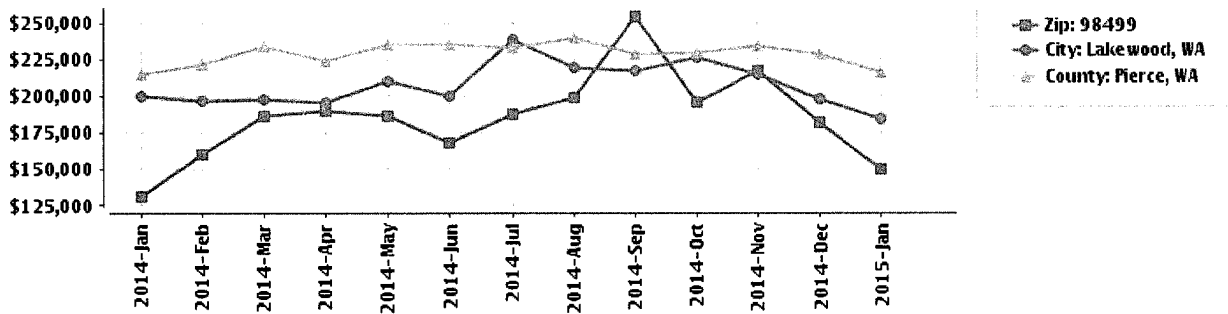
This report summarizes the comparable listings contained in this market analysis.

### Summary

Status	Total	Avg Price	Avg \$ Per SqFt	High	Low	Median	Avg DOM
ACTIVE	3	\$462,133	\$152	\$549,950	\$376,500	\$459,950	162
CONTINGENT							
RENTED							
Temp.Off Mrkt							
PENDING	1	\$449,000	\$170	\$449,000	\$449,000	\$449,000	90
SOLD	3	\$519,000	\$160	\$575,000	\$440,000	\$542,000	59
EXPIRED							
SALE FAIL RLS							
CANCELLED							
<b>Total</b>	<b>7</b>	<b>\$484,629</b>	<b>\$158</b>	<b>\$575,000</b>	<b>\$376,500</b>	<b>\$459,950</b>	<b>108</b>

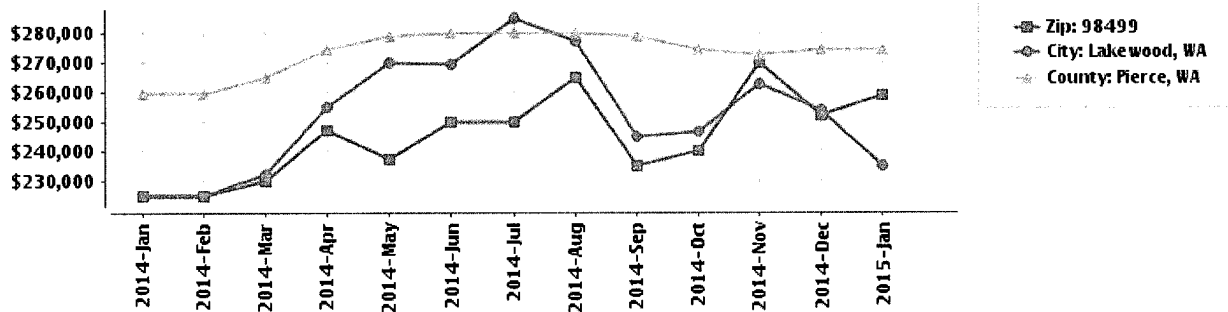
Researched and prepared by **Joe Noll**  
5519 141st St E Puyallup, WA (877) 773-2500

### Median Sale Price - MLS



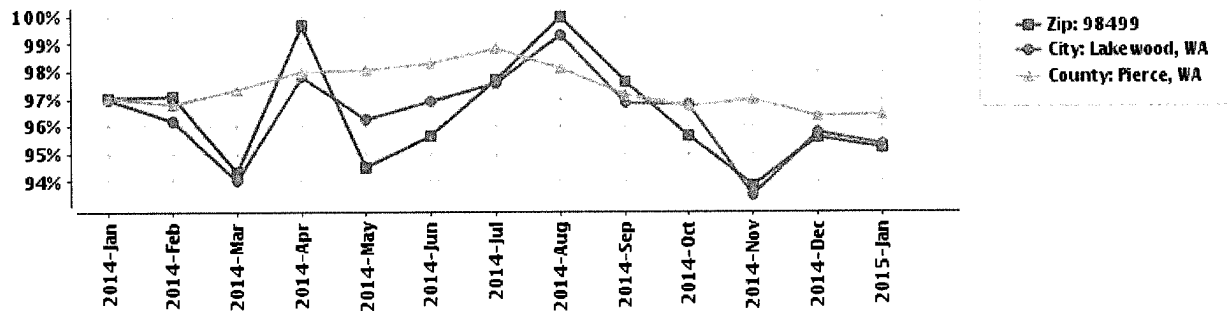
The median sale price for properties sold via the MLS. If the median sale price increases over time, it generally indicates an appreciating market in which demand exceeds supply. Conversely, if the median sales price is decreasing, it indicates a declining market with diminished demand.

### Median List Price - MLS



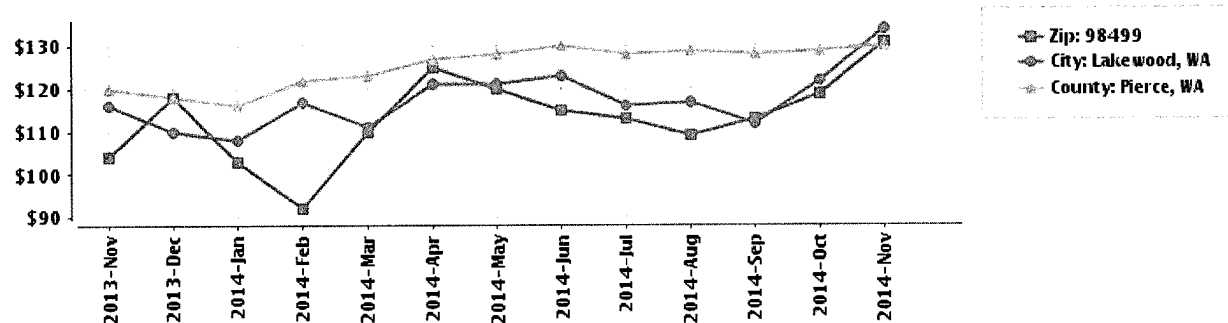
The median list price for properties actively marketed via the MLS. If the median list price increases over time, it generally indicates an appreciating market in which demand exceeds supply. Conversely, if the median list price is decreasing, it indicates a declining market with diminished demand.

### Median Sale to Original List Price Ratio - MLS



The median ratio of sale price to list price based on MLS sales. For example, a home listed for \$200,000 that sold for \$190,000 would have a ratio of 95%. When the ratio is close to or even above 100%, homes are selling at or above their asking price and market demand is high. When the ratio is substantially below 100%, demand for homes is low.

### Median Price per Square Foot - Tax



Courtesy of Joe Noll

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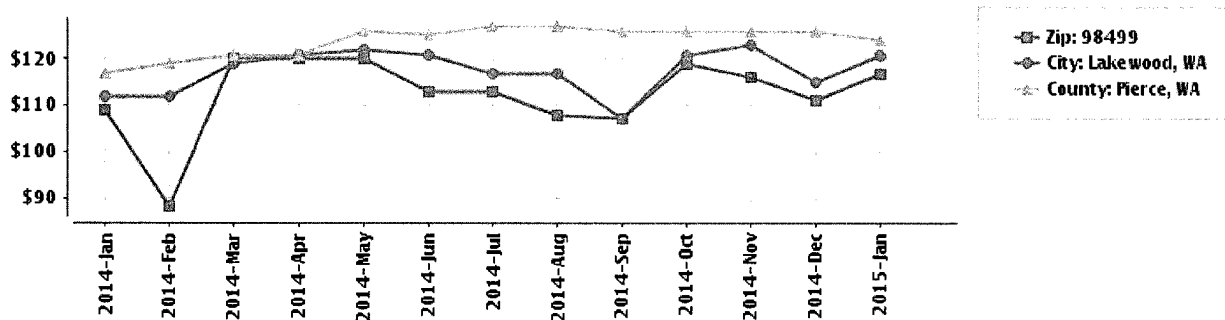
**Market Trends**

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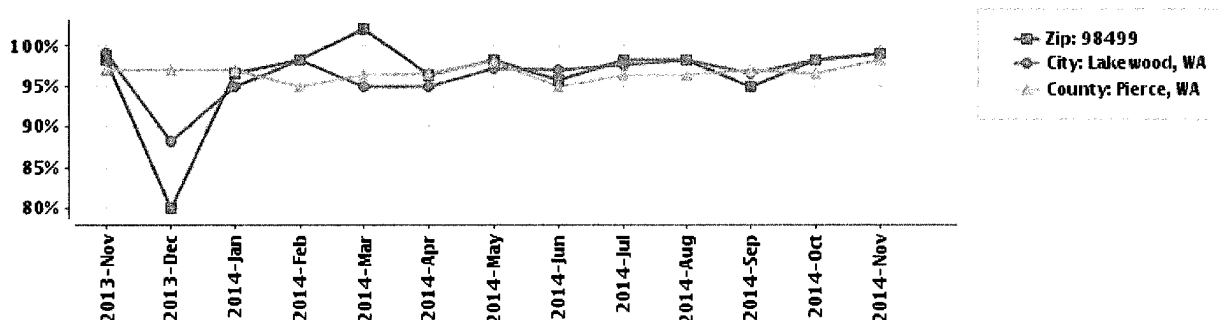
The median price per square foot for sold homes based on Tax sales. An increase in the median price per square foot -- particularly if the median size of sold homes has not also increased -- indicates that buyers are willing to pay more for the similarly sized homes. When the median price per square foot decreases, property values may be generally decreasing, or less costly homes are selling more briskly than higher valued ones.

### Median Price per Square Foot - MLS



The median price per square foot for sold homes based on MLS sales. An increase in the median price per square foot -- particularly if the median size of sold homes has not also increased -- indicates that buyers are willing to pay more for the similarly sized homes. When the median price per square foot decreases, property values may be generally decreasing, or less costly homes are selling more briskly than higher valued ones.

### Median Loan to Value - Tax

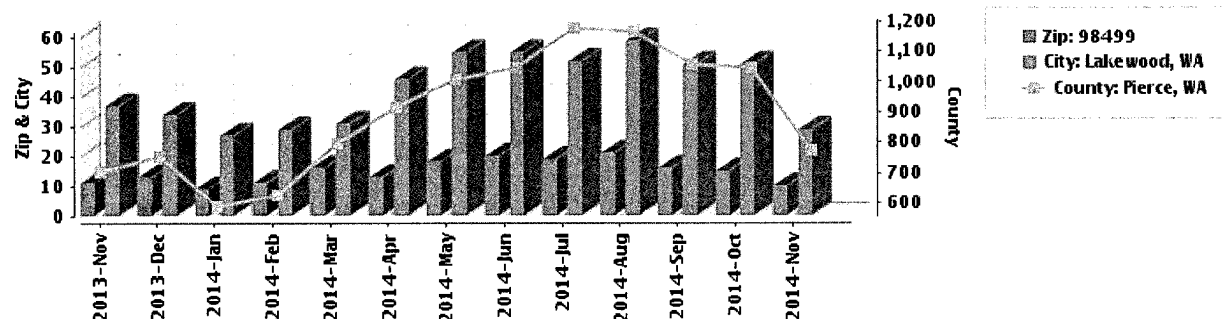


The median loan-to-value ratio (or LTV) is the ratio of the mortgage amount to the purchase price. Conventional wisdom is that homeowners with lower LTV ratios are less likely to default on their mortgage. As a result, lenders typically require mortgage insurance for owners who have an LTV greater than 80%.

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## Market Activity

### Number of Sales - Tax



The number of properties sold via Tax. Increasing sales activity signifies an accelerating market, while decreasing activity signifies a declining market. Remember that sales activity may also change seasonally, so be sure to compare sales activity between comparable periods and over a sufficiently long enough timeline.

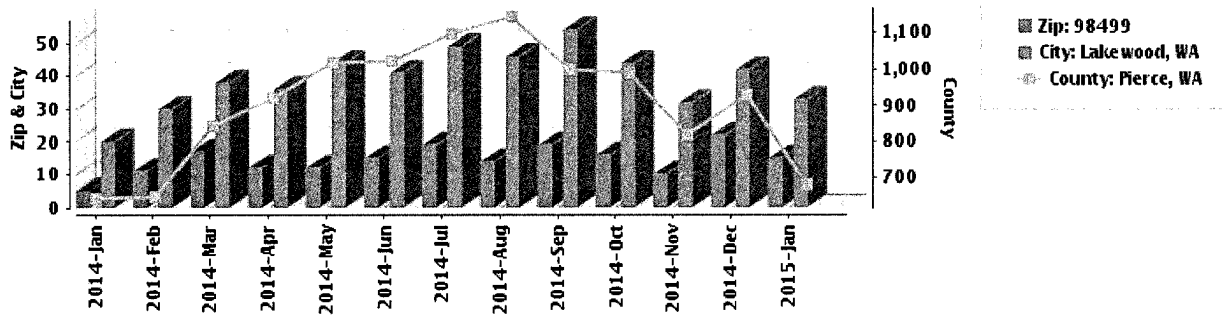
Courtesy of Joe Noll

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## Market Trends

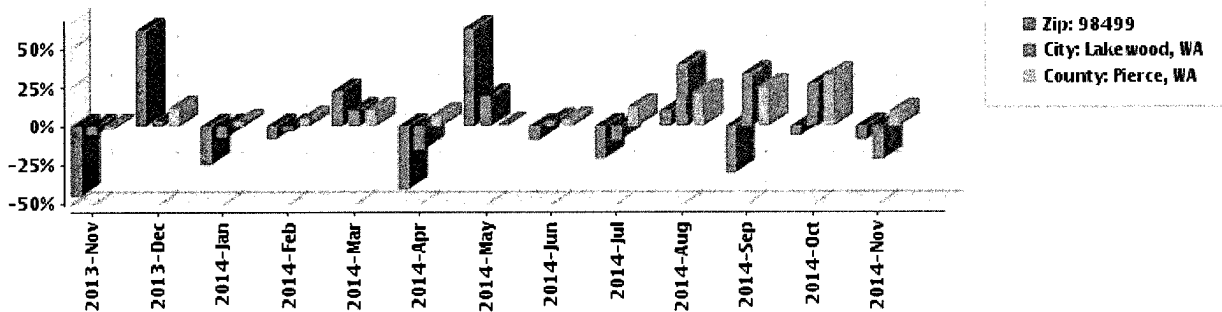
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## Number of Sales - MLS



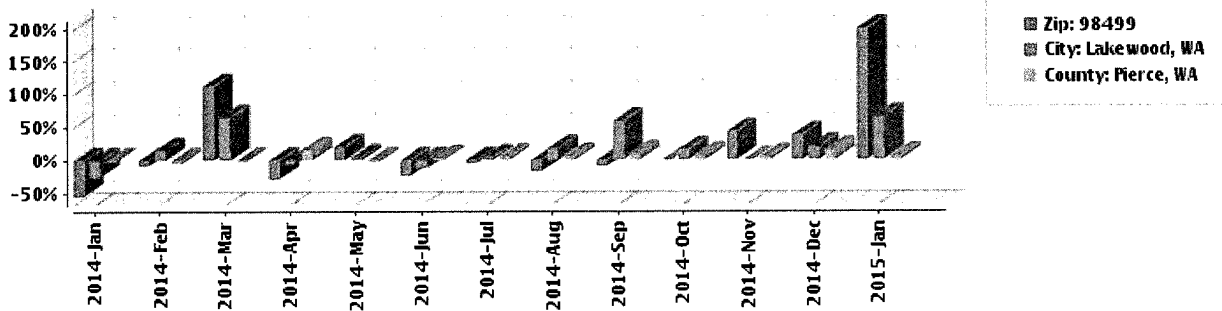
The number of properties sold via the MLS. Increasing sales activity signifies an accelerating market, while decreasing activity signifies a declining market. Remember that sales activity may also change seasonally, so be sure to compare sales activity between comparable periods and over a sufficiently long enough timeline.

## Change in Sales Activity - Tax



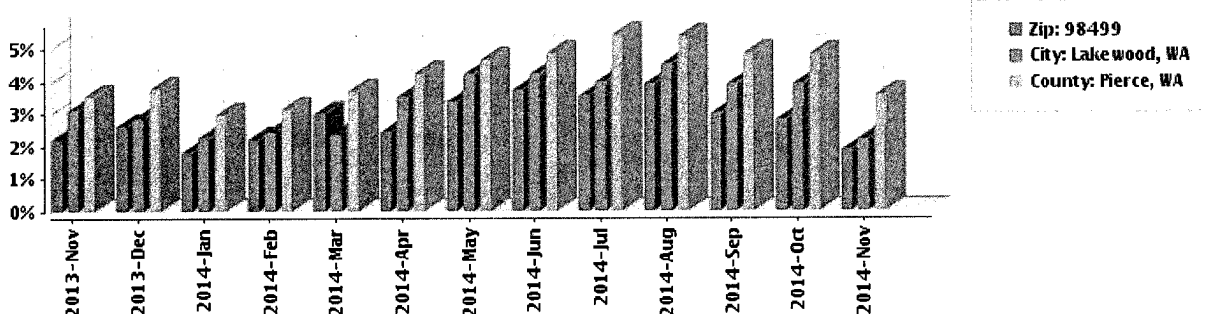
The percentage change in sales activity compared to the corresponding month or quarter of the prior year. Positive percentages reflect improving market conditions, and decreasing ones indicate declining market conditions.

## Change in Sales Activity - MLS



The percentage change in sales activity compared to the corresponding month or quarter of the prior year. Positive percentages reflect improving market conditions, and decreasing ones indicate declining market conditions.

## Annual Turnover Rate - Tax



Courtesy of Joe Noll

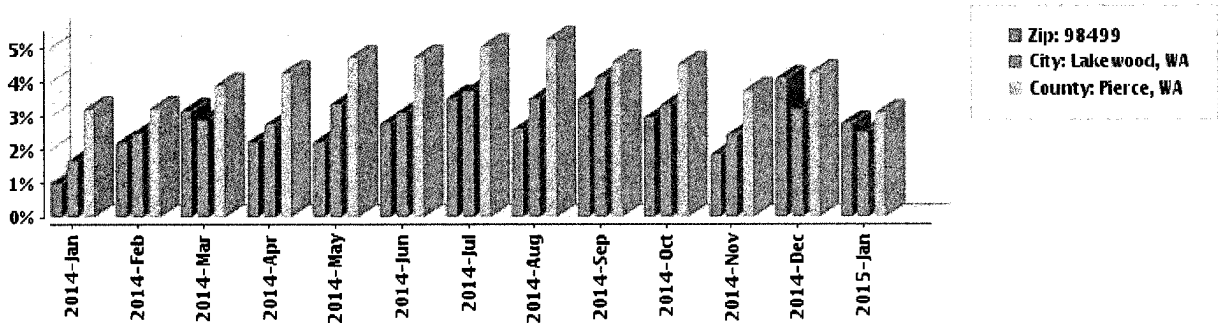
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**Market Trends**

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The annualized turnover rate indicates the percentage of all homes within the locale that sold via Tax. Comparing the annualized turnover rate between locations provides an indication of each area's relative stability or volatility.

### Annual Turnover Rate - MLS

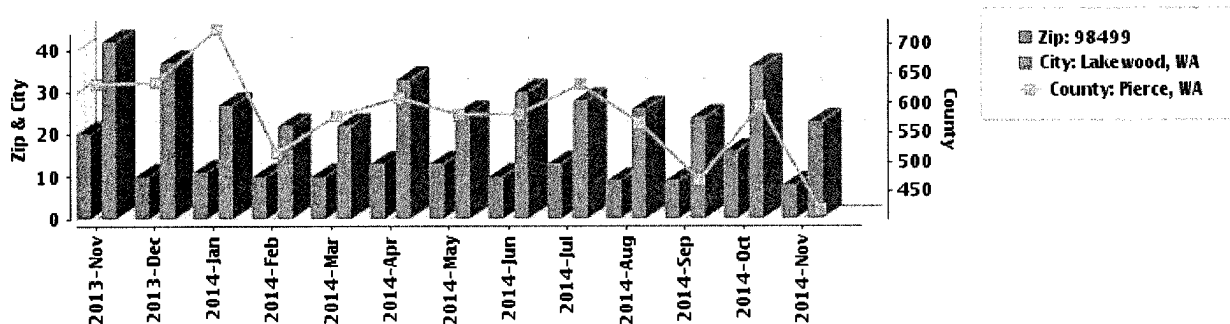


The annualized turnover rate indicates the percentage of all homes within the locale that sold via the MLS. Comparing the annualized turnover rate between locations provides an indication of each area's relative stability or volatility.

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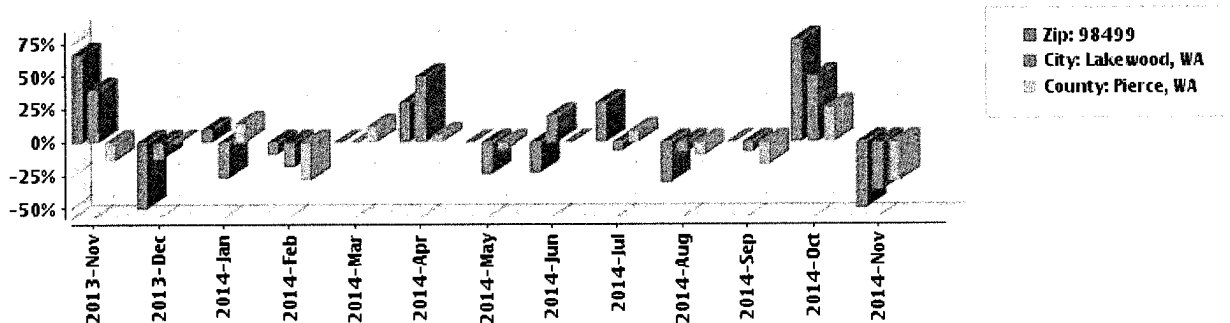
## Distressed Properties

### Number of Foreclosures - Tax



The total number of properties entering all stages of foreclosure (Pre-Foreclosure, Auction, or REO) in the monthly or quarterly period. When the combined number of properties entering the foreclosure stage declines, conditions are typically improving and markets will stabilize. When number of properties entering the various foreclosure stages increase, conditions are typically worsening and there is a likelihood that listing inventory will subsequently increase.

### Change in Foreclosure Activity - Tax



The change in the foreclosure activity compares the number of properties entering all stages of foreclosure from one period to the corresponding period of the prior year. Negative percentages indicate slowing foreclosure activity, while increasing percentages depict accelerating foreclosure activity.

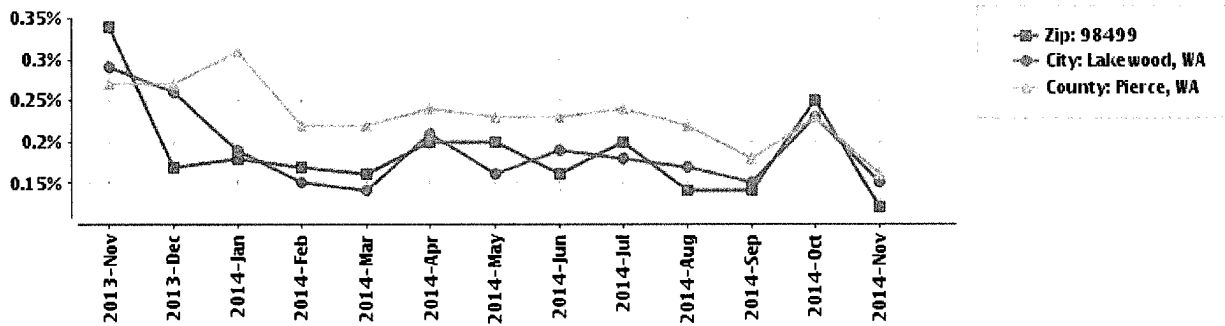
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## Market Trends

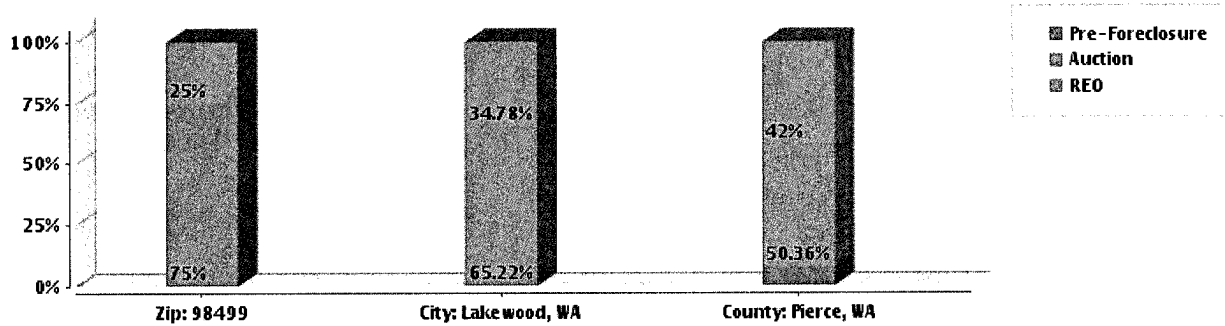
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### Percentage of Foreclosed Properties - Tax



The percentage of all properties in the zip, city or county entering the various stages of foreclosure in the period. This will be a very low percentage, but the comparative number period over period depicts improving or worsening conditions.

### Percentage of Properties in Each Foreclosure Stage - Tax



The percent of properties in each stage of foreclosure (Pre-Foreclosure, Auction, or REO) for the most recent period. Areas with a high number of REO properties may be subject to listing and price volatility if the REO homes rapidly enter listing inventory.

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#### Market Trends

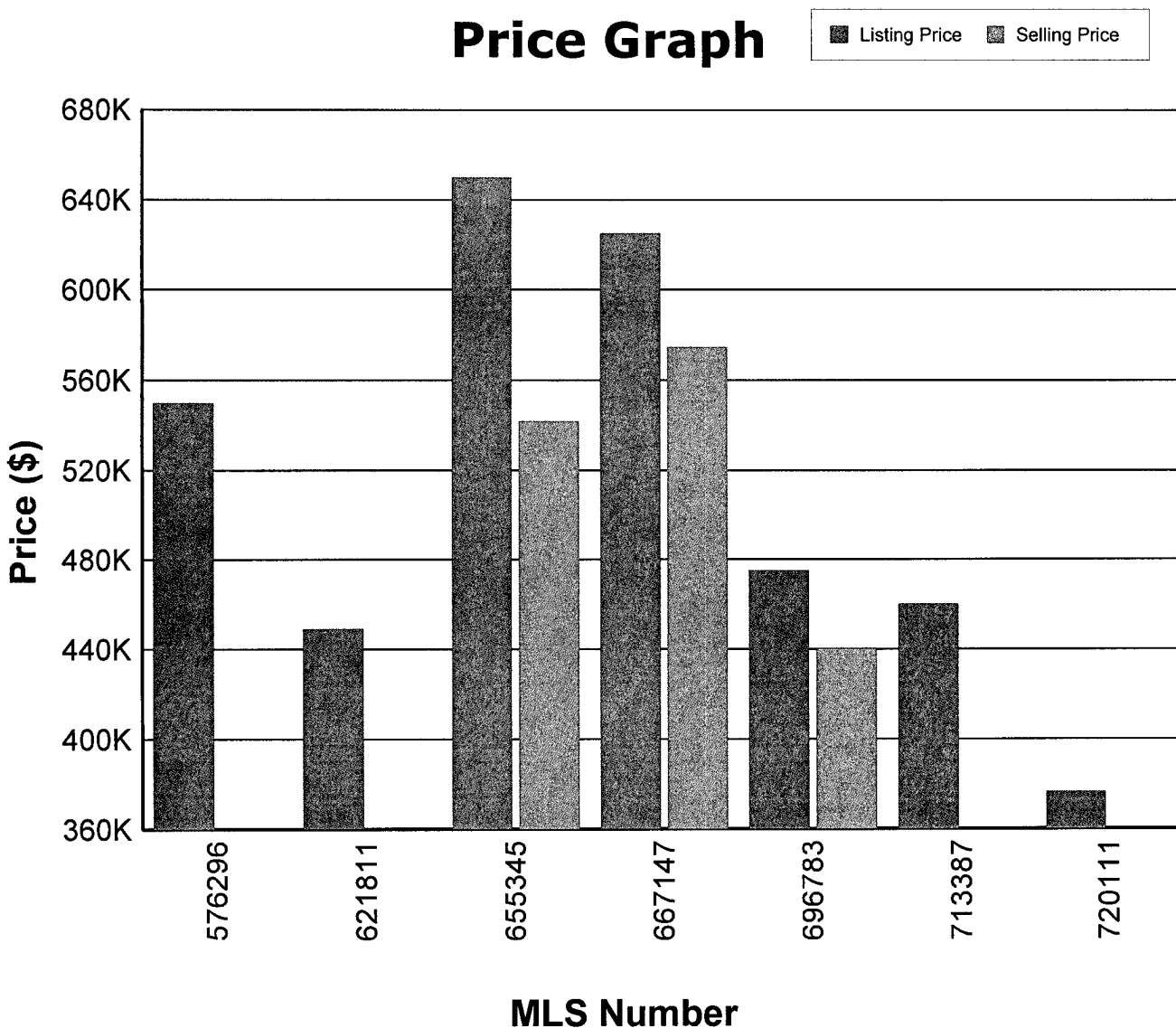
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Monday, February 16, 2015

## List Price and Sale Price

This graph illustrates the list price, along with sale price in Sold listings.

### Price Graph



Researched and prepared by **Joe Noll**  
5519 141st St E Puyallup, WA (877) 773-2500

Monday, February 16, 2015

**Market Analysis Explanation**

This is an explanation and overview of this market analysis.

This Comparative Market Analysis will help to determine the correct selling price of your home. Ultimately, the correct selling price is the highest possible price the market will bear.

This market analysis is divided into three categories:

1. Comparable homes that are currently for sale
2. Comparable homes that were recently sold
3. Comparable homes that failed to sell

Looking at similar homes that are currently offered for sale, we can assess the alternatives that a serious buyer has from which to choose. We can also be sure that we are not under pricing your home.

Looking at similar homes that were sold in the past few months, we can see a clear picture of how the market has valued homes that are comparable to yours. Banks and other lending institutions also analyze these sales to determine how much they can lend to qualified buyers.

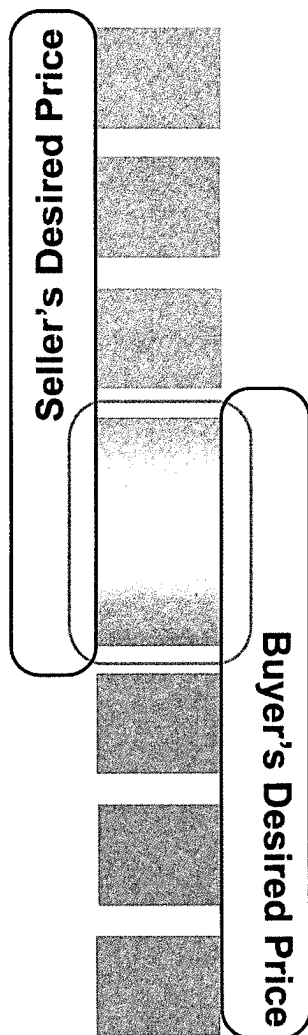
Looking at similar homes that failed to sell, we can avoid pricing at a level that would not attract buyers.

This Comparative Market Analysis has been carefully prepared for you, analyzing homes similar to yours. The aim of this market analysis is to achieve the maximum selling price for your home, while being able to sell your home within a relatively short period of time.



## Setting the Price

This chart highlights the importance of pricing correctly at market value.



When setting a price for your property, the listing level must strike a balance between the seller's need to achieve the best-possible return and the buyer's need to get good value. With many years of experience, a professional Real Estate Agent can help you set a price that will accomplish both objectives.

### Establishing market value

The market value of your property is determined in exactly the same way as any other commodity – what a buyer is willing to pay for it in today's market. Despite the price you paid originally, or the value of any improvements you may have made, the value is determined by market forces.

### Look at the competition

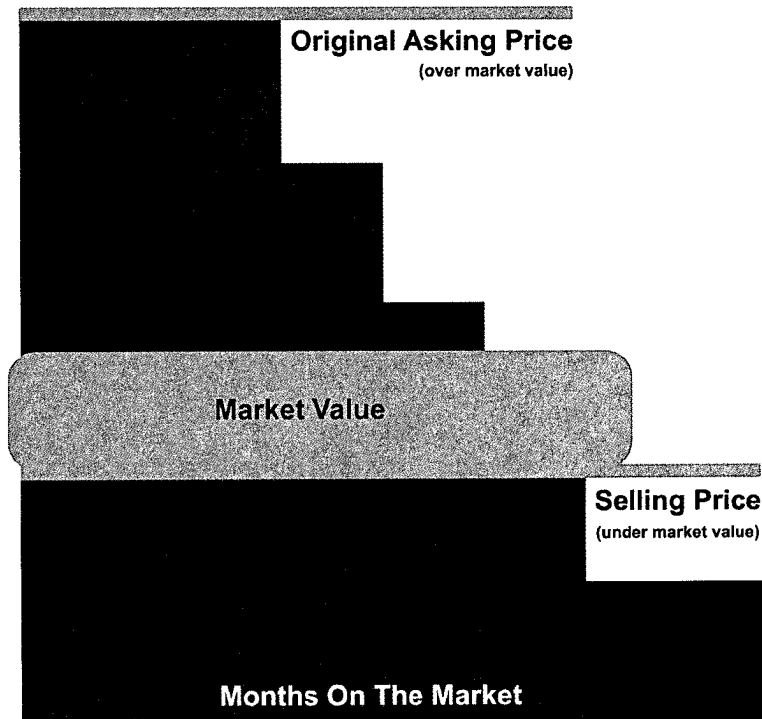
Buyers look at about a dozen properties on average before making an offer on a property. As a result, they have a good overview of the market and will compare your property against the competition. If it's not in line with similar properties that are available, buyers won't consider it good value for money.

Monday, February 16, 2015

## The Pitfalls of Overpricing

This chart highlights the importance of pricing correctly at market value.

Overpricing your house in the belief that you can reduce the price back later is a strategy that can backfire badly. For example, by the time you reduce your price, you may miss out on a surge of interest in properties like yours. Also, if prices are lowered, buyers may wonder if there's something wrong with the property that kept other buyers away. So to keep from selling your property at below market value and from wasting valuable time, don't fall into the overpricing trap.



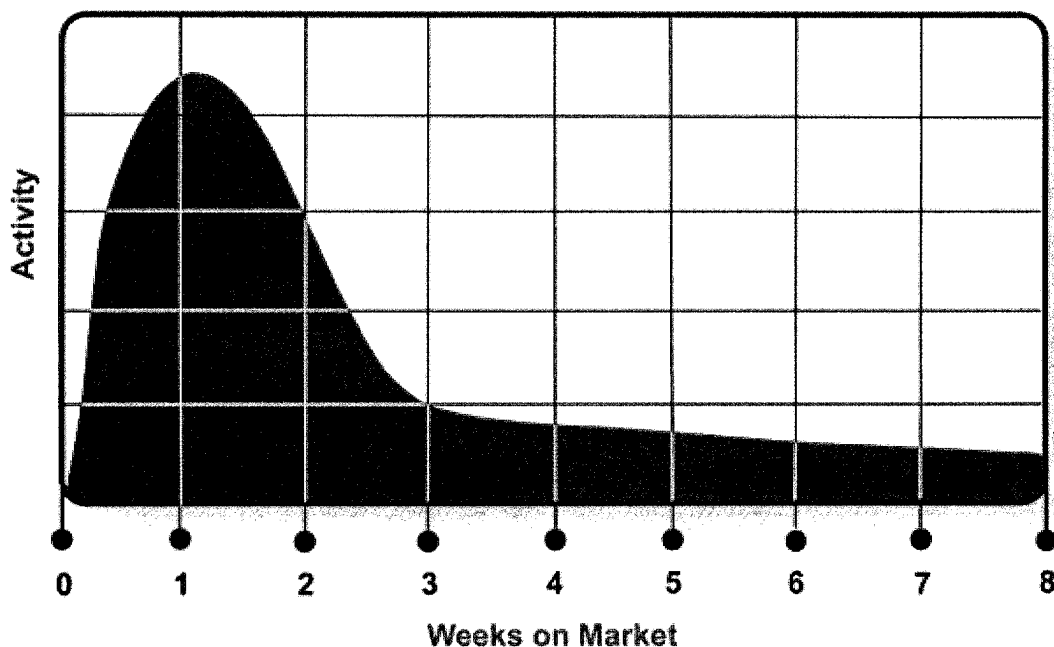
Researched and prepared by **Joe Noll**  
5519 141st St E Puyallup, WA (877) 773-2500



Monday, February 16, 2015

## Activity vs. Timing

This chart highlights the importance of pricing correctly at market value.



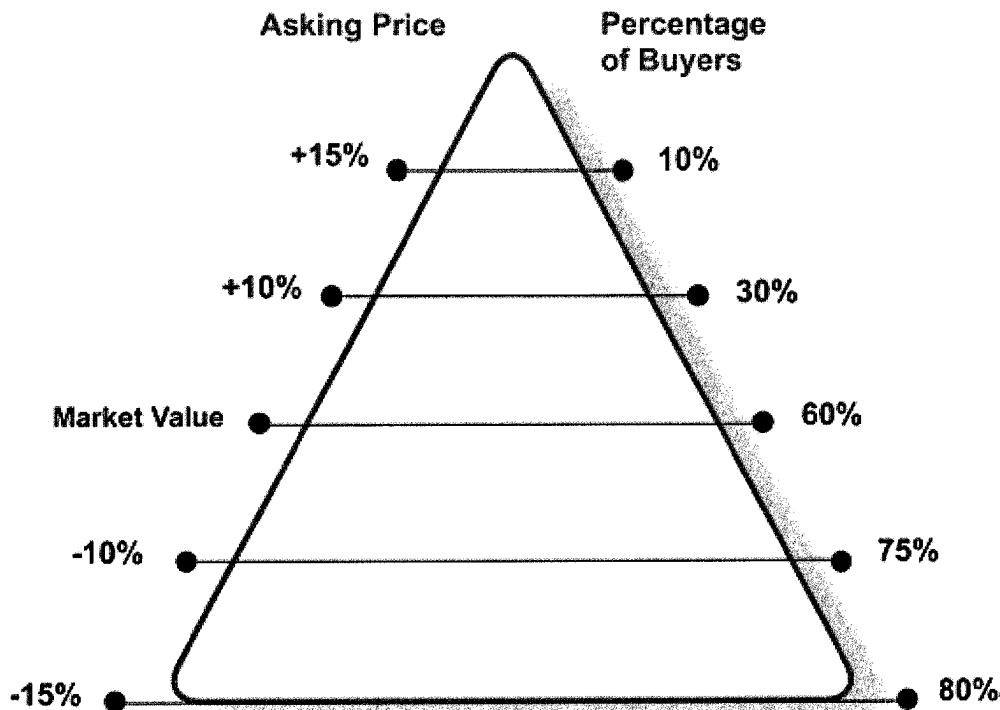
This chart illustrates the level of excitement and interest in a new listing over time. It also demonstrates the importance of pricing correctly. When a property is first listed, it generates a very high level of interest from prospective buyers, which reduces dramatically over time. It is important to be priced correctly from the beginning, during the peak of this curve.

Researched and prepared by **Joe Noll**  
5519 141st St E Puyallup, WA (877) 773-2500

Monday, February 16, 2015

## The Importance of Pricing

This chart highlights the importance of pricing correctly at market value.



This graph illustrates the importance of pricing correctly. The centerline represents market value. As you move above this market value, you attract much smaller percentage of prospective buyers, greatly reducing your chances of a sale. Conversely, as you move below market value, you attract a much larger percentage of potential buyers.

Researched and prepared by **Joe Noll**  
5519 141st St E Puyallup, WA (877) 773-2500

## **EXHIBIT B**

When recorded return to:

**DEED OF TRUST**  
*(For use in the State of Washington only)*

THIS DEED OF TRUST, made this 2<sup>ND</sup> day of DECEMBER 2009  
between TRICIA YUE, TRUSTEE OF THE MJ RAY INGELS FAMILY IRREVOCABLE TRUST,  
as GRANTOR(S),  
whose address is P.O. BOX 2242; TACOMA, WA 98401

and FIDELITY NATIONAL TITLE  
as TRUSTEE,  
whose address is 6704 TACOMA MALL BLVD; TACOMA, WA 98409

and JAMES BRIAN PAULSON AND TIMOTHY ANN RYERSON K/T/A TIMOTHY ANN PRACNA,  
AS SUCCESSOR TRUSTEES OF THE LIVING TRUST OF JAMES R. PAULSON AND MARIJANE L.  
PAULSON, DATED DECEMBER 22, 1989  
as BENEFICIARY,  
whose address is 8800 NE 176TH STREET; BOTHELL, WA 98011

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the  
following described real property in PIERCE County, Washington:

SEE ATTACHED EXHIBIT "A"

Abbreviated Legal: PTN OF BLK 6, BLK E & BLK A LAKE STEILACOOM PARK (1040)

Tax Parcel Number(s): 5030001040

which real property is not used principally for agricultural or farming purposes, together with all the tenements,  
hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the  
rents, issues, and profits thereof.

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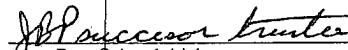
This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of **SIX HUNDRED TWELVE THOUSAND AND 0/100 Dollars (\$612,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on **JANUARY 1, 2015**.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. **DUE ON SALE:** (OPTIONAL – *Not applicable unless initialed by Grantor and Beneficiary.*) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

  
Grantor initials

  
Beneficiary initials

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of **SIX HUNDRED TWELVE THOUSAND AND 0/100 Dollars (\$612,000.00)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of Grantor(s)' successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. **DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary.)** The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

                      
Grantor initials

                      
Beneficiary initials

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor(s) in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

9. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☒ None

b. ☐ As set forth on the attached Exhibit \_\_\_\_\_ which is incorporated by this reference.

(Note: If neither "a" nor "b" is checked, then option "a" applies.)

Tricia Yue, trustee

TRICIA YUE, TRUSTEE

STATE OF WASHINGTON

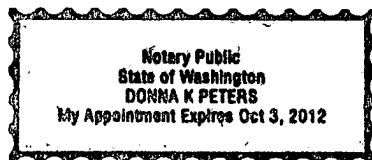
ss.

COUNTY OF PIERCE

I certify that I know or have satisfactory evidence that TRICIA YUE (is/are) the person(s) who appeared before me, and said person(s) acknowledged that SHE signed this instrument, on oath stated that SHE IS authorized to execute the instrument and acknowledge it as the TRUSTEE of THE MJ RAY INGELS FAMILY IRREVOCABLE TRUST to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 12/4/09

Donna K. Peters  
Notary name printed or typed: Donna K. Peters  
Notary Public in and for the State of WA  
Residing at Shelton  
My appointment expires: 10/3/2012





## EXHIBIT A

### Legal Description:

That part of Block 6, Block E, Block A and the vacated alley and vacated Lake Boulevard contained in the following: Beginning on an extension West of the North line of Lot 1 in Block 7 of LAKE STEILACOOM PARK, PIERCE COUNTY, WASHINGTON, as per map thereof recorded in Book 4 of Plats at Page 103, records of Pierce County Auditor, where intersected by the Westerly line of Lake Boulevard;

Thence on said line of Boulevard Northerly to a line parallel with and 106 feet North of said extended line of Lot 1, Block 7, and the true place of beginning for this description;

Thence, said extended line being considered an East and West line, East 55 feet;

Thence North  $78^{\circ}30'$  East 480 feet, more or less, to the Easterly line of said Block 6, at a point 15 feet Northerly of the Southeasterly corner of Lot 3 of said block;

Thence on said Block line Northerly 150 feet to the corner common to Lots 5 and 6 of said Block;

Thence South  $65^{\circ}35'$  West 540 feet, more or less, to the Southwesterly line of Lake Boulevard, at a point 16 feet Northerly of the true place of beginning;

Thence continuing South  $65^{\circ}35'$  West to the West line of Block A;

Thence Southeasterly on said West line to a point West of the True Place of Beginning;

Thence East to the True Place of Beginning.

Situate in the City of Lakewood, County of Pierce and State of Washington.

Abbrev. legal:

Ptn of Blk 6, Blk E & Blk A Lake Steilacoom Park (1040)

REQUEST FOR FULL RECONVEYANCE - *Do not record. To be used only when note has been paid.*

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

LPB 22A-05(r)  
Page 5 of 5

**Return Address:**

**Document Title(s):** Special Warranty Deed

**Grantor(s):** James Brian Paulson and Timothy Ann Ryerson, KFA Timothy Ann Pracna, Successor Trustees

**Grantee(s):** Tricia Yue, Trustee, MJ Ray Ingels Family Irrevocable Trust

**Assessor's Tax Parcel Number:** 503000-104-0

**Abbreviated Legal Description:** Ptn of Blk 6, E & Blk A Lake Steilacoom Park (1040)

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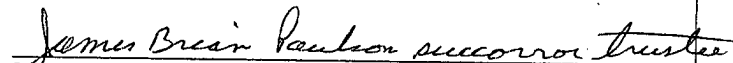
### SPECIAL WARRANTY DEED

THE GRANTORS, JAMES BRIAN PAULSON AND TIMOTHY ANN RYERSON, KFA TIMOTHY ANN PRACNA, AS SUCCESSOR TRUSTEES OF THE LIVING TRUST OF JAMES R. PAULSON AND MARIJANE L. PAULSON, DATED DECEMBER 22, 1989 for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, hereby grant, bargain, convey and confirm the following described real estate to TRICIA YUE, TRUSTEE, MJ RAY INGELS FAMILY IRREVOCABLE TRUST, said real estate, located at 9830 DeKoven Drive, Lakewood, Washington 98499 situated in the County of Pierce, State of Washington, and legally described as follows:

As Set Forth in Exhibit A which is by the reference is made a part thereof.

The Grantors for Grantors and for Grantors' successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, and as thus stated will forever warrant and defend the said described real estate.

Dated: 10/31, 2009.

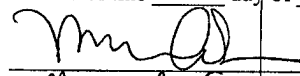
  
JAMES BRIAN PAULSON AS SUCCESSOR TRUSTEE  
OF THE LIVING TRUST OF JAMES R. PAULSON  
AND MARIJANE L. PAULSON, DATED  
DECEMBER 22, 1989  
(James R. Paulson Share)

TIMOTHY ANN RYERSON, KFA TIMOTHY ANN  
PRACNA, AS SUCCESSOR TRUSTEES OF THE  
LIVING TRUST OF JAMES R. PAULSON AND  
MARIJANE L. PAULSON, DATED DECEMBER 22, 1989  
(Marijane L. Paulson Share)

STATE OF WASHINGTON       )  
                                  ) ss.  
COUNTY OF KING         )

On this day personally appeared before me JAMES BRIAN PAULSON AS  
SUCCESSOR TRUSTEE OF THE LIVING TRUST OF JAMES R. PAULSON AND  
MARIJANE L. PAULSON, DATED DECEMBER 22, 1989 (James R. Paulson Share), the  
person who executed the foregoing instrument, acknowledged the said instrument to be of his  
free and voluntary act as successor trustee, for the uses and purposes therein mentioned, and on  
oath stated that he was authorized to execute the same instrument.

GIVEN under my hand and official seal this 3rd day of Dec., 2009.



Morva A. Saner

[print notary's name]

Notary Public in and for the State of Washington  
residing at Tacoma

My commission expires: Sept 29, 2016

STATE OF IDAHO       )  
                                  ) ss.  
COUNTY OF King       )

On this day personally appeared before me TIMOTHY ANN RYERSON, KFA TIMOTHY  
ANN PRACNA, AS SUCCESSOR TRUSTEE OF THE LIVING TRUST OF JAMES R.  
PAULSON AND MARIJANE L. PAULSON, DATED DECEMBER 22, 1989, (Marijane L.

Paulson Share) the person who executed the foregoing instrument, acknowledged the said instrument to be of her free and voluntary act as successor trustee, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the same instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
\_\_\_\_\_  
(print notary's name)

Notary Public in and for the State of Washington  
residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

EXHIBIT 'A'

DESCRIPTION:

That part of Block 6, Block E, Block A and the vacated alley and vacated Lake Boulevard contained in the following: Beginning on an extension West of the North line of Lot 1 in Block 7 of LAKE STEILACOOM PARK, PIERCE COUNTY, WASHINGTON, as per map thereof recorded in Book 4 of Plats at Page 103, records of Pierce County Auditor, where intersected by the Westerly line of Lake Boulevard; Thence on said line of Boulevard Northerly to a line parallel with and 106 feet North of said extended line of Lot 1, Block 7, and the true place of beginning for this description;

Thence, said extended line being considered an East and West line, East 55 feet;

Thence North  $78^{\circ}30'$  East 480 feet, more or less, to the Easterly line of said Block 6, at a point 15 feet Northerly of the Southeasterly corner of Lot 3 of said block;

Thence on said Block line Northerly 150 feet to the corner common to Lots 5 and 6 of said Block;

Thence South  $65^{\circ}35'$  West 540 feet, more or less, to the Southwesterly line of Lake Boulevard, at a point 16 feet Northerly of the true place of beginning;

Thence continuing South  $65^{\circ}35'$  West to the West line of Block A;

Thence Southeasterly on said West line to a point West of the True Place of Beginning; Thence East to the True Place of Beginning.

Situate in the City of Lakewood, County of Pierce and State of Washington.

12/03/2009 12:51 IFAX

Kaye

013/029

*Timothy Ann Ryerson* KFA *Timothy Ann Pracna*  
TIMOTHY ANN RYERSON, KFA TIMOTHY ANN  
PRACNA, AS SUCCESSOR TRUSTEES OF THE  
LIVING TRUST OF JAMES R. PAULSON AND  
MARIJANE L. PAULSON, DATED DECEMBER 22, 1989  
(Marijane L. Paulson Share)

STATE OF WASHINGTON *Idaho*  
COUNTY OF KING *Blaine* ) ss.

On this day personally appeared before me JAMES BRIAN PAULSON AS  
SUCCESSOR TRUSTEE OF THE LIVING TRUST OF JAMES R. PAULSON AND  
MARIJANE L. PAULSON, DATED DECEMBER 22, 1989 (James R. Paulson Share), the  
person who executed the foregoing instrument, acknowledged the said instrument to be of his  
free and voluntary act as successor trustee, for the uses and purposes therein mentioned, and on  
oath stated that he was authorized to execute the same instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
[print notary's name]  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF IDAHO )  
COUNTY OF *Blaine* ) ss.

On this day personally appeared before me TIMOTHY ANN RYERSON, KFA TIMOTHY  
ANN PRACNA, AS SUCCESSOR TRUSTEE OF THE LIVING TRUST OF JAMES R.  
PAULSON AND MARIJANE L. PAULSON, DATED DECEMBER 22, 1989, (Marijane L.

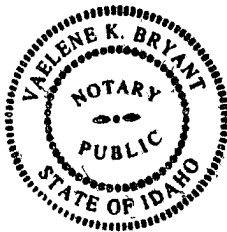
12/03/2009 12:51 IFAX

Kaye

014/029

Paulson Share) the person who executed the foregoing instrument, acknowledged the said instrument to be of her free and voluntary act as successor trustee, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the same instrument.

GIVEN under my hand and official seal this 3<sup>rd</sup> day of December, 2009.



Vaele K. Bryant  
[print notary's name]

Notary Public in and for the State of Washington Idaho  
residing at Hailey, ID  
My commission expires: 05/29/2015